



RESOLUTION No. 21-442

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION ACCEPTING CUPA FORUM BOARD
ENVIRONMENTAL PROTECTION TRUST FUND GRANT
AWARD IN THE AMOUNT OF \$20,944.58 FOR THE
PURCHASE OF A MERCURY VAPOR ANALYZER FOR USE
BY THE NEVADA COUNTY DEPARTMENT OF
ENVIRONMENTAL HEALTH EMERGENCY RESPONSE**

WHEREAS, funds have been established by the Certified Unified Program Agency Trust Fund and are available from the Certified Unified Program Agency (CUPA) Forum Board Environmental Protection Trust Fund Grant to Local Enforcement Agencies (LEA) to support emergency response activities; and

WHEREAS, the Nevada County Executive Officer has authorized the Director of Environmental Health to apply for the Certified Unified Program Agency (CUPA) Forum Board Environmental Protection Trust Fund Grant; and

WHEREAS, Nevada County has applied for and received a Certified Unified Program Agency (CUPA) Forum Board Environmental Protection Trust Fund Grant for the one-time purchase of a Mercury Vapor Analyzer in the amount of \$20,944.58; and

WHEREAS, the Nevada County Department of Environmental Health has determined that a Mercury Vapor Analyzer is essential for Emergency Response activities conducted by departmental staff; and

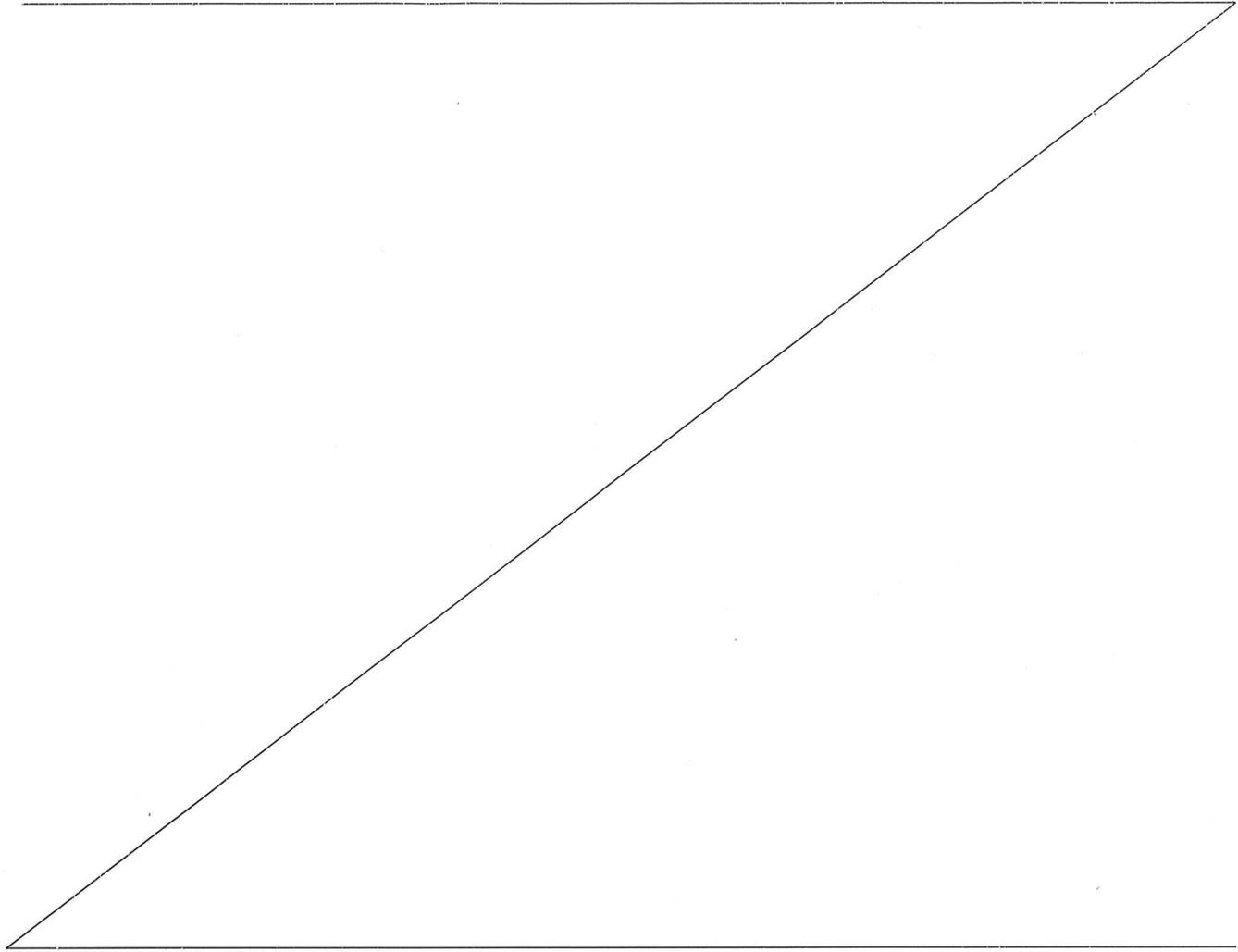
WHEREAS, the Trust Fund Grant been awarded in the amount of \$20,944.58 for the purchase of a Mercury Vapor Analyzer; and

WHEREAS, Grant funding will be used wholly for the purchase of the Mercury Vapor Analyzer by the CUPA Form Board Trust Fund Administrator; and

WHEREAS, Grant funding will be deposited into 1123-40108-323-1000/445300.

NOW, THEREFORE, BE IT HEREBY RESOLVED that (or by):

1. That the Nevada County Board of Supervisors accepts the grant funding for the purchase of a Mercury Vapor Analyzer in the amount of \$20,944.58; and
2. The Chair of the Board of Supervisors authorizes the Director of Environmental Health, or designee, to execute additional documents necessary to implement the use of the Mercury Vapor Analyzer for Nevada County emergency response activities.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of October, 2021, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
- Noes: None.
- Absent: None..
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

10/12/2021 cc: EH*
AC*



PO Box 2017
Cameron Park, CA 95682-2017

Trustees

- Linda Kolinski, *Chair*
- Vince Mendes, *Secretary/Treasurer*
- Darwin Cheng, *Trustee*
- Mark Moss, *Trustee*
- Marjorie Terrell, *Trustee*

CUPA Forum Enforcement Issue Coordinator

Darwin Cheng, Orange County
Northern California
Mark Moss, El Dorado County
Bay Area
Marjorie Terrell, San Mateo County
Central California
Vince Mendes, Fresno County
Southern California
Linda Kolinski, City of Long Beach

CUPA FORUM BOARD

ENVIRONMENTAL PROTECTION TRUST FUND

GRANT AGREEMENT

BETWEEN THE
CUPA Forum Environmental Protection Trust Fund
and
Nevada County Department of Environmental Health
AGREEMENT NO. 2021-2

TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:

1. **PROVISIONS.** This grant is authorized under the governing provisions of the Regulations of the CUPA Forum Environmental Protection Trust Fund.
2. **PURPOSE.** The CUPA Forum Environmental Protection (hereafter Trust) shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Trust to the Unified Program Agency (UPA), in accordance with the process determined by Fund Trustees. The Grantee shall expend those funds for the purpose of implementing the Unified Programs.
3. **GRANT AMOUNT \$20,944.58 (Mercury Vapor Analyzer)**
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1st, 2021 and end on June 30, 2023. The grant is for the Nevada County Dept of EH – Mercury Vapor Analyzer. Please share with your neighboring Counties.
5. **REPRESENTATIVES.** Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

CUPA Forum Environmental Protection Trust Fund

Grant Manager
Sheryl Baldwin, *Manager*

P.O. Box 2017
Cameron Park, California 95682-2017

Phone: (530) 676-0815

Fax: (530) 676-0515

Email: Sheryl@calcupa.org

GRANTEE (Unified Program Agency)	GRANT CONTACT (If different from Project Director)
Name of Project Director Amy Irani, Director Nevada County CUPA 950 Maidu Ave. Suite 170 Nevada City, CA 95959 Phone (530) 265-1222 x3 Email: Amy.Irani@co.nevada.ca.us	Name of Grant Manager Claire Chapple, CUPA Manager Nevada County CUPA 950 Maidu Ave. Suite 170 Nevada City, CA 95959 Phone (530) 265-1467 Email: Chapple@co.nevada.ca.us

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

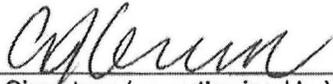
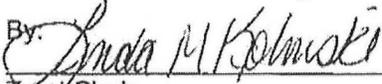
- Exhibit A REPORTING AND INVOICING PROVISIONS
- Exhibit B SPECIAL AND GENERAL PROVISIONS
- Exhibit C Trust GRANT APPLICATION

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. DEFINITIONS. The following defined terms apply throughout this Agreement:

- "CUPA" means Certified Unified Program Agency;
- "CFB" means CUPA Forum Board
- "UPA" means Unified Program Agency;
- "Grantee" means UPA grant recipient
- "PA" means the Participating Agency;
- "Project" means the implementation of (insert project name)
- "Trust" means the CUPA Forum Environmental Protection Trust Fund

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: <u></u>	By: <u></u>
Grantee Signature (as authorized by)	Trust Chair
<u>Alison Lehman, County Executive Officer</u>	<u>5-17-2021</u>
Grantee Name, Title (Typed/Printed)	Date
<u>5/28/2021</u>	
Date	

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit Program Implementation Status Reports, including invoices for documentation of expenditures to the:

CUPA Forum Environmental Protection Trust Fund
Grant Manager
P.O. Box 2017
Cameron Park, California 95682-2017

2. Each report shall provide a brief description of all the actions taken and work activities performed during the reporting period. As necessary, the report shall also include a description of any problems encountered or potential issues identified that may affect the terms, conditions, provisions, or commitments contained under this Agreement.

3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.

4. For purposes of the Grant Implementation Status Reports, the reporting period is as follows:

- a. 1st Report = July 1, 2022
- b. Final Report = July 1, 2023

5. Submission of the reports and invoices shall be in accordance with the following schedule:

- a. 1st Report = July 1, 2022
- b. Final Report = July 1, 2023 Should unforeseen circumstances not allow your expenditures or the Trust does not receive validation of the expenditures the grant recipient shall return the grant funds upon request by the Trustees.

B. INVOICING PROVISIONS

1. Invoices shall be used to depict the expenditures incurred by the Grantee in implementation of the grant.
2. The invoice shall include all grant expenditures (direct and indirect) incurred by the Grantee during the reporting period.
3. The invoice shall be submitted as an attachment to the "Implementation Status Report," in accordance with the submission schedule provided above.
4. The Grantee shall provide picture of the system.
5. The Grantee shall attach a property tag to equipment purchases that indicates the equipment was purchased with Trust Funds.

EXHIBIT B SPECIAL AND GENERAL PROVISIONS

A. SPECIAL PROVISIONS

1. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by a majority of the Trustees or an authorized representative. The decision shall be in writing and a copy thereof furnished to the representatives of this Agreement. The decision of the Trustees shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Trustees. The decision of the Trustees shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Trustees on any question of law.
3. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Trust amounts received and expended during the term of this Agreement, including but not limited to:

- Trust advance allocation amounts, including interest earned;
- Additional Trust allocations amounts;
- All Grant implementation expenditures (direct and indirect); and
- Running balance of Trust allocations and expenditures.

4. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the Trust allocation that shall adequately document all significant activities and actions relative to the Grant implementation, including but not limited to:

- Fiscal accounting;
- Implementation Status Reports; and,
- Invoicing and supporting documentation.

5. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with Grant implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and invoices as stipulated in this Agreement.

6. **WITHHOLDING OF GRANT DISBURSEMENTS:** The Trustees may withhold all or any portion of the Trust allocations provided for by this Agreement in the event the Grantee:

- a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- b. Fails to maintain reasonable progress toward implementation of the Grant.

B. GENERAL PROVISIONS

1. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the Trust.

2. **AUDIT:** Grantee agrees that the Trust, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated Trust moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

3. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

4. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that Trust funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

5. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

6. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

7. **TERMINATION:** The Trust may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation of the Trust.

8. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.

<p>EXHIBIT C TRUST FUND GRANT APPLICATION</p>



Trustees

- Linda Kolinski, *Chair*
- Vincent Mendes, *Secretary/Treasurer*
- Darwin Cheng, *Trustee*
- Mark Moss, *Trustee*
- Marjorie Terrell, *Trustee*

Regions

- Southern California
- Central California
- Enforcement Issue Coordinator
- Northern California
- Bay Area

Jurisdiction

- City of Long Beach
- Fresno County
- Orange County
- El Dorado County
- San Mateo County

PO Box 2017 Cameron Park, CA 95682-2017

www.calcupa.org

CUPA FORUM BOARD

ENVIRONMENTAL PROTECTION TRUST FUND

GRANT APPLICATION

1. ENTITY INFORMATION
<p>You must submit one (1) application per project. All applications will be scored as one complete application and not divided up. Your application will be accepted or denied as a whole. Grant applications must be from agencies implementing one or more of the Unified Programs (UP) or from entities other than a UP, if a majority of the Trustees agree that the proposal benefits UP implementation and enforcement. The department director or designee must sign this grant application.</p>
<p>Project Name: <i>Mercury Vapor Analyzer for Nevada County Env. Health Emergency Response Team</i></p>
<p>Name of UPA or Other Entity: <i>Nevada County Department of Environmental Health</i></p>
<p>Name of Department Head, Director or Designee: <i>Amy Irani, REHS, Director</i></p>
<p>Address: <i>950 Maidu Ave. Suite 170</i></p>
<p>City, State, Zip Code: <i>Nevada City, CA 95959</i></p>
<p>Phone: <i>530 265-1222 Option #3</i></p>
<p>Fax: <i>530 470-2939</i></p>
<p>E-Mail Address: <i>Amy.Irani@co.nevada.ca.us</i></p>
<p>Name of Grant Contact: <i>Claire Chapple</i></p>
<p>Address: <i>950 Maidu Ave. Suite 170</i></p>
<p>City, State, Zip Code: <i>Nevada City, CA 95959</i></p>
<p>Phone: <i>530 265-1467</i></p>
<p>Fax: <i>530 470-2939</i></p>
<p>E-mail Address: <i>claire.chapple@co.nevada.ca.us</i></p>
<p>Number of UP Staff: <i>3</i></p>
<p>Number of Regulated Facilities: <i>601</i></p>
<p>Please describe your agency's participation in CUPA Forum meetings to include regional or workgroup meetings.</p>
<p><i>Nevada County CUPA participates regularly in Northern Region UST TAG, Hazardous Waste TAG, and APSA TAGs. Additionally, we have a representative in the CUPA Evaluation Work Group and recently volunteered to represent the Northern Region on the Title 27 Regulation Change Workgroup. Nevada</i></p>

County CUPA routinely attends the annual Conference and the annual CFB Conference meeting for managers.

Programs UPA Implemented. HW HM UST AST Cal-ARP

2. EXECUTIVE SUMMARY

Provide a brief description of the purpose and benefits of the grant proposal.

Nevada County is a rural County located in the Sierra Nevada Mountains and foothills in Northern California with a population of about 100,000. Nevada County was in the heart of the Gold Rush of 1849 and today has 2,194 mine records according to the USGS MRDS database. The use of mercury in gold mining was prominent until around the 1960's and today, it still represents a health and safety risk to residents of our County. Mercury may be found in our local riverbeds and many residents may have their own containers of mercury stored at the personal residences. Although infrequent, the CUPA's emergency response program has responded to various mercury related incidents over the past years. According to the Mercury Response and Cleanup presentation presented by the USEPA at 2021 CUPA Conference, "No mercury spill is fully characterized (or cleaned up) without the use of a mercury vapor analyzer." Obtaining this special emergency response equipment, which we understand will be the only mercury vapor analyzer owned by a public agency in Nevada County, will provide a crucial tool to aid in our local emergency response efforts. If the CFB approves this grant, the CUPA intends to conduct outreach and education to our local fire departments and K-12 schools. Currently the CUPA's emergency response team consists of 7 employees who provide emergency response services after hours, 365 days per year. The CUPA is committed to training all members of the emergency response team on the operation, care, and maintenance of this specialized equipment, including annual calibrations and general upkeep.

3. GRANT AMOUNT

Grant Amount Requested: \$ 19,965

4. HAS YOUR AGENCY RECEIVED ENFORCEMENT PENALTY MONEY IN THE LAST 3 YEARS AND IF SO, WHAT HAS BEEN PURCHASED?

Items Purchased:

Amount: \$ 30,000 – Fast Lane Gas #4, Nevada County CUPA used penalty funds to purchase the following items: electrical safety coveralls for CUPA inspections at power generation sites; flashlights for members of the emergency response team; and absorbent pad and booms for petroleum releases. Additional funds were spent on personnel training and one Ludlum equipment repair.

5. OTHER GRANTS RECEIVED

Y OR N / WHO FROM AND FOR WHAT (No Other Grants Received)

6. WORK PLAN: (SCOPE OF WORK)

The grant applicant shall develop a work plan as part of this grant application that describes the objective of the project, sustainability, anticipated goals, benefits to the UP and performance measures or measures of success in 1500 words or less. The scope of work could be as simple as describing equipment, purchase date, proposed use and benefit or as complex as a description of implementation activities, tasks and equipment to be purchased (or both). The work plan shall include a detailed timeline that delineates critical and completion dates of the activities and tasks. The work plan shall include a brief narrative summary for each activity and task that clearly describes the activity or task and depicts the steps that will be taken or the methods to be used for completion. The description(s) should include as much detail as necessary to depict the overall implementation efforts through the period of the grant. If applicable, the description should also

include the degree of applicability to all elements of the UPs, e.g. hazardous waste, underground storage tanks, etc. and the degree that the proposal could be used by other agencies or replicated.

◀ Please Attach Work Plan to Application ▶

7. PROJECTED BUDGET

Describe in line item detail, the expenditures, the appropriate Sales Tax and costs necessary to complete the project described in the Work Plan. The grant award must be used to pay for costs listed in this budget. The Trustees will consider “like for like” substitutions for approved grants, but the use of the grant award to pay for other costs not specified in the budget will likely be denied. The applicant will be required to provide evidence to verify that the grant allocation was used as specified in this budget.

◀ Please Attach Projected Budget to Application ▶

8. REIMBURSEMENT OPTIONS

If more than one option is selected, then the option(s) must be specified in the line item detail in the projected budget.

- Received approved grant monies up front (in July of the year grant approved)
- Submit invoice for reimbursement
- Have CFB Trust pay supplying entity directly (subject to discretion of Trustees)

9. GRANTEE APPLICANT SPECIFIC CERTIFICATIONS

These criteria are mandatory. Please read and initial that you understand and will comply:

- This grant will be used to supplement the annual budget of the Grantee. It will not be used to reduce or supplant the annual operating budget of the Grantee.
- The grant applicant maintains an accounting system that is sufficient to track the use of Trust Fund monies and to report on these transactions as required under the terms of the grant.
- Successful applicants acknowledge the Trust Fund's right to conduct an audit of purchase(s) made with Trust Fund monies.
- Grant funds must be expended for the purposes approved in the grant within two years or repaid to the Trust Fund, unless otherwise stipulated in the grant award.
- For equipment, please read and initial that you understand and will comply. I further certify that I am authorized to receive money for procurement of the items herein.
- Grant applicants requesting equipment purchases must certify that their organization maintains a fixed asset tracking system and a periodic inventory of equipment is performed.
- A copy of the invoice and a picture of equipment purchased with these funds must be submitted to the Trustees after the purchase.

10. FOR EMERGENCY VEHICLES AND/OR EQUIPMENT, PLEASE ANSWER THESE QUESTIONS:

Have you attempted to obtain any grants such as the HMEP, Homeland Security, or other grant?

YES NO

If yes, what did your agency get? How much? [Click here to enter text.](#)

[Click here to enter text.](#)

If no, please explain why not: [Click here to enter text.](#)

[Click here to enter text.](#)

Vehicles: To be eligible for consideration, the vehicle shall be used to support activities of the Unified Program, no more than 2 every 10 years can be purchased and vehicles cannot exceed number of UPA inspectors.

11.) CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application. I further certify that I am authorized to receive money for procurement of the items herein. All procedures and mandates have been followed in the preparation of this application, including financial procurement and when approvals are necessary from the governing body. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant.

Director/Department Head or Authorized Designee

Signature:

Printed name of Director/Department Head or Authorized Designee:

Amy Irani, REHS

Date: March 31, 2021

Send completed application to:

Sheryl Baldwin, Grant Manager
PO Box 2017
Cameron Park, CA 95682-2017

Phone: (530) 676-0815

Fax: (530) 676-0515

email to: Sheryl@calcupa.org

CUPA Trust Grant Application



Trustees

- Linda Kolinski, *Chair*
- Vincent Mendes, *Secretary/Treasurer*
- Darwin Cheng, *Trustee*
- Mark Moss, *Trustee*
- Marjorie Terrell, *Trustee*

Regions

- Southern California
- Central California
- Enforcement Issue Coordinator
- Northern California
- Bay Area

Jurisdiction

- City of Long Beach
- Fresno County
- Orange County
- El Dorado County
- San Mateo County

PO Box 2017 Cameron Park, CA 95682-2017

www.calcupa.org

CUPA Forum Board

Environmental Protection Trust Fund

Supplemental Application for Vehicles or Emergency Response Equipment

Agency Name

Nevada County Department of Environmental Health

Vehicles Intended Use:

Unified Program

Emergency Response = Equipment Funds Requested

Will the vehicle be used for other duties assigned to inspector(s) in other programs?

YES NO

If "yes," what is the percentage of intended use for the Unified Program? N/A

Has your agency used trust grants for vehicles? If so when and how many?

This grant application request is for emergency response equipment only. To my knowledge, our CUPA has not received a vehicle from the CUPA Forum Trust.

Are your vehicles run through the county/city fleet services or are they managed through your own Department?

Fleet Services Department Other (name) N/A

Are there “life of the vehicle” policies as per your fleet services?

YES Limit in miles: N/A

NO If yes, what is the policy? N/A

What are your budget constraints that prevent you from purchasing your vehicle?

Our agency is requesting funds to purchase a Jerome J505 Mercury Vapor Analyzer to enhance our emergency response capabilities in our somewhat rural location. (See Application)



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY

Mali LaGoe, Acting Agency Director

ENVIRONMENTAL HEALTH DEPARTMENT

Amy Irani, REHS, Director

950 MAIDU AVENUE, SUITE #170
PO Box 599002
NEVADA CITY, CA 95959
PH: (530) 265-1222
FAX: (530) 265-9853

Env.Health@co.nevada.ca.us
http://mynevadacounty.com

CUPA Forum Board – Environmental Protection Trust Fund
Mercury Vapor Analyzer for Nevada County Environmental Health Emergency Response Team
Grant Application Date: March 31, 2021

Projected Budget

Item	Description	QTY	Price
J505-0005	J505 Mercury Analyzer, UL/CE	1	\$18,216
Y990-0234	Mercury Spill Kit	1	\$616
Y990-0456	Jerome Hard Side Carrying Case	1	\$446
Y505-0901	Accessory Kit - J505	1	\$394
990-0247	Soft Carrying Case J505	1	\$254
700-0130	Manual J505		\$27
	Subtotal		\$19,953
	Freight		\$50
	Estimated Sales Tax 7.5%		\$1,496.48
	Total		\$21,499.48



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY

Mali LaGoe, Acting Agency Director

ENVIRONMENTAL HEALTH DEPARTMENT

Amy Irani, REHS, Director

950 MAIDU AVENUE, SUITE #170
PO Box 599002
NEVADA CITY, CA 95959
PH: (530) 265-1222
FAX: (530) 265-9853

Env.Health@co.nevada.ca.us
http://mynevadacounty.com

CUPA Forum Board – Environmental Protection Trust Fund
Mercury Vapor Analyzer for Nevada County Environmental Health Emergency Response Team
Grant Application Date: March 31, 2021

Projected Budget

Item	Description	QTY	Price
J505-0005	J505 Mercury Analyzer, UL/CE	1	\$17,600
Y990-0234	Mercury Spill Kit	1	\$595
Y990-0456	Jerome Hard Side Carrying Case	1	\$430
Y505-0901	Accessory Kit - J505	1	\$380
990-0247	Soft Carrying Case J505	1	\$245
700-0130	Manual J505		\$26
	Subtotal		\$19,276
	Freight		\$50
	Estimated Sales Tax 7.5%		\$1,445.70
	Total		\$20,772



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY**

Mali LaGoe, Acting Agency Director

ENVIRONMENTAL HEALTH DEPARTMENT

Amy Irani, REHS, Director

950 MAIDU AVENUE, SUITE #170
PO Box 599002
NEVADA CITY, CA 95959
PH: (530) 265-1222
FAX: (530) 470-2939

Env.Health@co.nevada.ca.us
http://mynevadacounty.com

CUPA Forum Board – Environmental Protection Trust Fund
Mercury Vapor Analyzer for Nevada County Environmental Health Emergency Response Team
Grant Application Date: March 31, 2021

Work Plan

Objective: The CUPAs objective is to use awarded grant funds to obtain a mercury vapor analyzer which will serve as a specialized tool for the CUPAs emergency response program which serves all towns, cities, and unincorporated areas of Nevada County, 24 hours per day, 365 days per year.

Sustainability: The mercury vapor analyzer will be operated only by employed members of the Nevada County Environmental Health Department's emergency response team who have received at a minimum, 40-Hour HAZWOPER and manufacturer specific equipment training. The CUPA understands and is prepared for the costs related to annual calibration of this instrument, estimated around \$655.

Anticipated Goals: If awarded grant funds, the CUPAs anticipated goals include employee training (and ongoing refresher training) for the use, operation and care of the equipment as well as community outreach to our local first responders and K-12 schools.

Benefits to the CUPA: The recent pandemic has strained local government budgets throughout California and without this grant, the Nevada County CUPA would not be able to purchase this much needed equipment. Due to the geographically isolated nature of Nevada County and due to the urgency of any emergency response situation, renting of this specialized equipment on an as-needed basis is not practical. The mercury vapor analyzer will equip responders with a tool needed to identify the invisible hazardous conditions that mercury produces. At the time of this grant application, the CUPA has no contracts with private emergency response contractors who may provide this type of equipment or service.

Performance Measures: Emergency response incidents reports are tracked by the Department and sorted by year, location, and the type of hazard chemical involved. To measure the performance of the new equipment, all mercury related responses will be categorized with a separate designation. With outreach and response efforts, we predict that mercury related incidents may be reported at a higher rate over time and we also hope that with education, mercury related incidents will decrease overall.

Equipment: Jerome J505 Hand-Held Atomic Fluorescence Spectroscopy Mercury Vapor Analyzer

Features:

Atomic Fluorescence Spectroscopy: The advanced technology of the Jerome® J505 eliminates nearly all interferences, ensuring you get accurate and repeatable results in the field or in the lab.

Portable: The J505 packs the advanced capabilities of a sophisticated benchtop analyzer into a compact, portable and powerful device. The detection cell is also smaller, lighter and more durable than atomic absorption units.

Lower Flow Rate: The highly efficient optical cell requires less flow to purge the system, allowing the J505 to run at a lower flow rate and minimizing sample dilution as found in other spectroscopy instruments.

Regulatory Compliance: The J505 can detect mercury at levels as low as 0.05 µg/m³, which meets and exceeds EPA and ATSDR standards for industrial and residential remediation actions as well as OSHA, NIOSH, ACGIH and MSHA action levels.

ZERO Regenerations: Because the J505 uses atomic fluorescence spectroscopy to detect mercury, no regenerations or regeneration-related downtime are needed.

Search Mode: While in search mode, users are able to continuously draw in samples of air in order to locate the source of mercury contamination, allowing targeted corrective action to be taken quickly.

Durable: The J505 is housed in a light, ergonomically designed, durable metal casing that sets a new precedent for hand-held, low-level mercury analyzers.

Data Logging: The integrated data logging system can store data for up to 10,000 test results – including date, time and up to 100 test sites.

Intuitive Interface: The J505 features a color display with an intuitive menu system that makes operation easier than ever before and comes with a USB interface for easy data transfer.

Purchase Date: If awarded grant funds, the CUPA requests the CFB Trust pay the supplier, AMETEK Brookfield directly.

Timeline

- July 2021: Obtain Mercury Vapor Analyzer from AMETEK Brookfield, the expected delivery time is within 2-3 weeks of purchase.
- August 2021: Schedule and conduct equipment training with sales representative via Microsoft Teams for all emergency response team members (scheduling of training shall occur at the earliest opportunity)
- November 2021: Conduct outreach and education to local fire agencies and K-12 schools. November is preferred as long as the wildfire season is not in conflict. An educational presentation will be created by the CUPA and provided via remote or in-person meetings.
- January 2022: Schedule 6-month “check-in” with equipment representative. Invite team members for refresher / question & answer session.
- May 2022: Prepare to send equipment in for first free annual calibration.
- January 2023 and annually thereafter: Mercury Vapor Analyzer refresher training to be included in month emergency response staff meeting each January.

Ongoing: Follow-up Outreach and Education to occur on a biennial schedule. Records of outreach and education to be tracked in the CUPA’s CFP Trust grant project file. Records will be made available upon request.

Applicability to UP Programs: The CUPA routine inspects facilities that may store or handle fluorescent lights/lamps, mercury switches and other universal wastes. The CUPA and the Department’s emergency response program also responds to complaints and release incidents on a regular basis. Given Nevada County’s gold mining history, mercury is a real and present danger to our community and our environment. The CUPA believes that the equipment aligns with the CFB Trust’s mission to enhance the investigation, inspection and enforcement of Unified Programs in California and thanks the Board for its considerations.